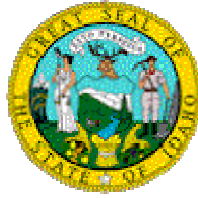


Various State
Agencies
Located throughout
Idaho

Various, ID 83701



Various State
Agencies

THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order Contract Renewal

Statewide Blanket
Purchase Order
SBPO1174 - 02

DELIVER

TO: Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: **Mon Jan 23, 2006**

F.O.B: **Destination**

Terms:

VENDOR: N. Elaine Evans
605 W. Fort Steet
Boise, ID 83702
Attn: N. Elaine Evans
Vendor Nbr: P00000055529
Emailed To: 99999@999.com
Phone: 208 345-3704
Fax: 208 345-2714
Account Number: P00000055529

Start of Service Date **Thu Apr 01, 2004**

End of Service Date: **Sat Mar 31, 2007**

RFQ#: **RFQ03824**
DOC#: **PREQ7350**

File(s) Attached:

Tucker_Associates.xls

Buyer: **State Purchasing CC** 208-327-7465

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		1.00
	Total:			1.00
Blanket Comments:COURT REPORTING SERVICES RENEWAL This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number SBPO1174 (formerly SBPO 1021) for COURT REPORTING SERVICES for the VARIOUS			

	<p>STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS dated APRIL 1, 2002, between TUCKER AND ASSOCIATES, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is APRIL 1, 2006.</p> <p>This contract is renewed for ONE (1) Year, commencing APRIL 1, 2006, and expiring MARCH 31, 2007. The same terms, conditions and prices prevail for the contract renewal period.</p> <p>The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the number of orders from the VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS</p> <p>SIGNED AND DATED ACCEPTANCE LETTER FROM TUCKER AND ASSOCIATES ON FILE AT THE DIVISION OF PURCHASING</p>			
Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Court Reporting Services As-Needed Basis. (961-24-58-325) (nt)	1 YEAR	1.00	1.00
General Comments:				
Instructions:				
Freight / Handling Included in Price				
		By: GERRY L. SILVESTER		

STATE OF IDAHO
Court Reporting Price Agreement Fees

Price Agreement Term: April 1, 2006 through March 31, 2007

Exhibit A
Court Reporting - Standard Pricing Schedule

Appearance Fee

Per hour:	./hour
Per half day:	./1/2 day
Per day:	./day
Appearance Fee - Court Cancelled - Less than 24 hour notice:	./page
Transcript Fee - Hearing (Original and one copy, per page):	./page
Transcript Fee - Deposition (Original and one copy, per page):	./page
Transcript Fee - Public Meeting (Original and one copy, per page):	./page
Copy Fee - Extra (after Original and one copy) - Hearing - per page	./page
Copy Fee - Extra (after Original and one copy) - Deposition - per page	./page
Copy Fee - Extra (after Original and one copy) - Public Meeting - per page	./page
Exhibit Fee (per page - beyond copies in original transcript):	./page
Travel outside 50 mile radius (per mile, both ways):	./mile
Per Diem if out of town	
Per day - Meals:	./day
Per day - Lodging:	./day
Tape Transcription (per page):	./page
Diskette or E-Mail Copy:	./each
Pricing for Expedited Service (Original and one copy)	
2-day turnaround, per page:	./page
Next Day Service, per page	./page:
Normal Transcript Turnaround (work days):	./days
Minimum Order for any services provided:	—
Notification time required:	./days
Other Services available - please describe and price	

Exhibit B

Pricing for products and services on this Exhibit B allow the agency to make unlimited copies of the Contractor's work product.

Transcript Fee - Hearing (Original and one copy, per page):	./page
Transcript Fee - Deposition (Original and one copy, per page):	./page
Transcript Fee - Public Meeting (Original and one copy, per page):	./page
Exhibit Fee (per page - beyond copies in original transcript):	./page
Tape Transcription (per page):	./page
Diskette or E-Mail Copy:	./each
Other Services available - please describe and price	

SBPO 1176 Hedrick Court Reporting Wally Hedrick P O. Box 578 Boise, ID 83701 Ph: 208-336-9208 Fax: 208-388-3853	SBPO 1022 M.D. Willis, Inc. M. Dean Willis 5190 Hwy 44 Eagle, ID 83616 Ph: 208-855-9151 Fax: 208-855-9152	SBPO 1175 CSB Reporting Constance Bucy 17688 Allendale Rd. Wilder, ID 83676 Ph: 208-337-4807 Fax: 208-890-5198	SBPO 1027 M&M Court Reporting Cheryl Smith 816 Sherman Ave. #7 Coeur d'Alene, ID 83814 Ph: 208-765-1700 Fax: 208-765-8097	M&M Court Reporting	SBPO 1179 Associated Reporting Isabel Bruce 200 N 4th St Ste 204 Boise ID 83702 Ph: 208-343-4004 Fax: 208-343-4002	SBPO 1177 Clearwater Reporting Gloria McDougall 102 11th Street Lewiston, ID 83501 Ph: 208-743-2748 Fax: 208-746-8156	SBPO 1174 Tucker & Associates Elaine Evans 605 W. Fort Street Boise, ID 83702 Ph: 208-345-3704 Fax: 208-345-2714
3	3	All	Lay Price 1,2,3,4	Expert Price	3,4	1,2	3,4
\$ 20.00	\$ 25.00	N/A	\$ 40.00	Deposition	\$ 35.00	\$ 45.00	N/A
\$ 60.00	\$ 60.00	\$ 70.00	\$ 100.00	Hearing	N/A	\$ 100.00	100
\$ 120.00	\$ 120.00	\$ 140.00	\$ 200.00	Hearing	N/A	\$ 180.00	200
\$ 60.00	No Charge	N/A	\$ 50.00		\$ 45.00	\$ 120.00	100
\$ 3.50	\$ 3.25	\$ 3.75	\$ 4.75		\$ 4.75	\$ 5.00	\$ 5.50
\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.50	\$ 3.75	\$ 3.75	\$ 3.90	\$ 4.00
\$ 3.50	\$ 3.50	\$ 3.75	\$ 7.00		\$ 6.25	\$ 6.50	\$ 5.50
\$ 2.05	\$ 1.00	\$ 2.00	\$ 1.80		\$ 2.50	\$ 1.30	\$ 1.80
\$ 1.90	\$ 1.00	\$ 1.75	\$ 1.80		\$ 2.50	\$ 1.00	\$ 1.75
\$ 2.05	\$ 1.00	\$ 2.00	\$ 1.80		\$ 2.50	\$ 1.50	\$ 1.80
\$ 0.10	\$ 0.15	\$ 0.25	\$ 0.25		\$ 0.35	\$ 0.40	\$ 0.30
\$ 0.26	\$ 0.25	State Rate	State Rate		\$ 0.365	\$ 0.345	\$ 4.85
\$ 25.00	\$ 15.00	State Rate	State Rate		Cost	\$ 35.00	Cost
\$ 50.00	\$ 60.00	State Allow	State Rate		Cost	\$ 80.00	Cost
\$ 3.50	\$ 3.75	N/A	\$ 5.00		Not Avail	\$ 5.50	N/A
\$ 10.00	No Charge	-----	No Charge		Inc w/ Trans	\$ 20.00	
\$ 4.50	\$ 4.50	\$ 6.00	\$ 6.25	\$ 6.50	85%	\$ 6.00	\$ 7.19
\$ 6.50	\$ 5.50	\$ 7.50	\$ 8.00	\$ 8.25	100%	\$ 8.00	\$ 7.70
10	10	14	10		7-10	10 work days	10
No Charge	No Charge	\$ 70.00	\$ 75.00		N/A	\$ 120.00	100
2	1	1	1		1	1-2 days	1
						Video- \$100/hr	etran - N/C
			Boise Office: 421 W. Franklin			Tape - \$25 realtime - \$60/hr	realtime - \$1 per page
			Boise, ID 83702			rough draft ascii - same day - \$2/page	
			Ph: 208-345-9611 208-345-8800			Appearance Fee Hearings - \$65/hr	
\$ 6.00	\$ 5.50	\$ 3.75	\$ 5.50		\$ 6.58	\$ 8.00	\$ 6.80
\$ 5.00	\$ 5.50	\$ 3.25	\$ 6.00	\$ 6.50	\$ 6.50	\$ 7.50	\$ 5.70
\$ 6.00	\$ 5.50	\$ 3.75	\$ 8.00		\$ 6.50	\$ 8.50	\$ 6.80
\$ 0.10	\$ 0.15	\$ 0.25	\$ 0.25		\$ 0.50	\$ 0.40	\$ 0.30
\$ 5.50	\$ 3.75	N/A	\$ 5.00		Not Avail	\$ 7.50	N/A
\$ 0.25	No Charge	-----	\$ 10.00		Inc w/ Trans	\$ 20.00	No Charge
						Videotape - \$150/hr	
						Tape + copy - \$15	

COURT REPORTING SERVICES – SPECIAL CONTRACT TERMS AND CONDITIONS

The following Special Contract Terms and Conditions apply to Court Reporting Services Price Agreements ("Agreement"):

PRICES:

Prices will be fixed and firm for the period of the Agreement. Prices for services rendered are detailed on Exhibit A (Court Reporting – Standard Pricing Schedule) and Exhibit B (Court Reporting – Unlimited Copies Pricing Schedule) as attached. The transcript fee shall include the original and one copy, the reproduction rights of which belong exclusively to the Contractor. Additional copies required by the agency will be provided by the Contractor at the pricing detailed on Exhibit A (Court Reporting – Standard Pricing Schedule). If the agency wants the option of making its own additional copies from the original or copy (includes copies on Contractor provided diskettes or email attachments), the pricing on Exhibit B (Court Reporting – Unlimited Copies Pricing Schedule) shall apply to the products or services listed.

ITEMS:

Court Reporting and Transcribing Services for State of Idaho agencies.

TERMINATION:

Either party for any reason may terminate this Agreement by submission of written notice.

REPORTS:

The Contractor will be required to furnish quarterly reports to the Division of Purchasing, showing at a minimum, the dollar volume of purchases, the state agency customer, and the dates of service. Such reports shall be furnished no later than thirty (30) days after the end of the reporting quarter.

SPECIAL MISCELLANEOUS TERMS AND CONDITIONS:

- a. **OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the state of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.
- b. **CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that the state of Idaho is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the state of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable workman's compensation insurance and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price

adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The State does not assume liability as an employer.

- c. **SAVE HARMLESS:** Contractor shall indemnify and hold harmless the state of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. **IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.** Contractor shall have no indemnification liability under this section for death, injury, or damage arising out of the negligence or misconduct of the State.
- d. **CONFIDENTIAL INFORMATION:** Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then, only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. "Confidential Information" shall not include data or information that:
 - 1) Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
 - 2) Becomes generally available to the public other than as a result of disclosure by Contractor; or
 - 3) Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.
- e. **GOVERNING LAW AND SEVERABILITY:** This Agreement shall be construed in accordance with, and governed by the laws of the state of Idaho. Except to the extent the provisions of the Agreement are clearly inconsistent therewith, the Agreement shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

ZONES FOR PROVIDING COURT REPORTING SERVICES

ZONE 1 - Coeur d'Alene and surrounding area
ZONE 3 – Boise and surrounding area
ZONE 5 – Pocatello and surrounding area

ZONE 2 – Lewiston and surrounding area
ZONE 4 – Twin Falls and surrounding area
ZONE 6 – Idaho Falls and surrounding area